

# **Request for Proposal Management Consultancy**

**Strengthening Strategic Partnerships and Enhancing Management Capacity among Iowa's Community Action Agencies and Head Start programs to improve service quality and quantity for children and families of low income.**

***SUBMISSION DEADLINE:***

**November 1, 2004  
4:30 p.m.**

**IOWA DEPARTMENT OF EDUCATION  
Head Start State Collaboration Office  
Grimes State Office Building  
Des Moines, Iowa 50319-0146**

**September 30, 2004**

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## Section 1 Introduction

### 1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified service providers to contract for a management consultant to provide services to the Iowa Head Start Association and the Iowa Community Action Association through the Iowa Head Start State Collaboration Office at the Iowa Department of Education. The Iowa Department of Education intends to notify the recipient of the award by November 15, 2004 for the contract beginning on December 1, 2004 and ending on September 29, 2005. Any contract resulting from the RFP shall not be an exclusive contract.

### 1.2 Definitions

The following terms and acronyms appear throughout the Request for Proposals (RFP).

*CEAs* refers to the state's community empowerment areas.

*Child care services* means licensed child care centers, registered child development homes or a family child care business, and Child Care Resource and Referral Agencies.

*CAAs* refers to non-profit Community Action Agencies in Iowa and members of the Iowa Community Action Association.

*Department* means the Iowa Department of Education.

*HSSCO* refers to the Iowa Head Start State Collaboration Office housed in the Iowa Department of Education. Nationally, HSSCO is expected to work on 8 priority areas: including: health care, welfare, child care, education, community services, family literacy, services to children with disabilities and services for homeless children.

*ICAA refers to the Iowa Community Action Association, a membership organization composed of the 18 Community Action Programs in the State of Iowa.*

*IHSA refers to the Iowa Head Start Association, a membership organization composed of the 18 Head Start grantees in the State of Iowa.*

*LEAs* refer to Iowa's local school districts or local education agencies.

### **1.3 Background Information**

This RFP is designed to provide vendors with the information necessary for the preparation of competitive bid proposals. The RFP process is for the Department's benefit and is intended to provide the Department with competitive information to assist in the selection process. It is not intended to be comprehensive. Each vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

The Iowa Head Start State Collaboration Office has received supplemental funding for a project designed to increase the effectiveness of strategic partnerships involving Head Start and Community Action Agencies (CAAs) at a local and state level to improve services to children and families of low income in Iowa, and to support the maintenance of effective management systems that make such partnerships possible.. This RFP will solicit specific management consultancy services to support this project, including three main areas of work: 1) the facilitation of a combined Iowa Community Action Association and Iowa Head Start Association work group; 2) on-site management consulting services within individuals CAAs; and 3) the establishment of inter-agency mechanisms that support the dissemination of ideas and practices that broaden the effects of change beyond a single local agency, provide a basis for continued collaboration between ICAA and IHSA and sustain the work of the project beyond the scope of the funding time period.

## Section 2 Administrative Information

### 2.1 Issuing Officer

The Issuing Officer, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Thomas Rendon, Coordinator  
Iowa Head Start State Collaboration Office  
Iowa Department of Education  
Bureau of Children, Family and Community Services  
Grimes State Office Building  
East 14<sup>th</sup> Street and Grand Avenue  
Des Moines, Iowa 50319-0146

Phone: 515-242-6024

*E-mail:* [Tom.Rendon@iowa.gov](mailto:Tom.Rendon@iowa.gov)

### 2.2 Restriction on Communication

From the issue date of this RFP until announcement of the successful vendor, vendors may contact only the Issuing Officer. The Issuing Officer will respond only to questions regarding the procurement process. Vendors may be disqualified if they contact any state employee other than the issuing officer.

### 2.3 Downloading the RFP from the Internet

The RFP will be on the Department's home page at  
<http://www.state.ia.us/educate>

### 2.4 Submission of Bid Proposals

The bid proposal must be submitted to **Tom Rendon at the Department of Education, Grimes State Office Building, 3<sup>rd</sup> Floor, Bureau of Children, Family, and Community Services** before **4:30 p.m., central time, Monday, November 15, 2004. This is a mandatory requirement and will not be waived by the Department. Any bid proposal received after this deadline will be rejected and returned unopened to the vendor.** Vendors mailing bid proposals must allow ample mail delivery time to ensure timely receipt of their bid proposals. It is the vendor's responsibility to ensure that the bid proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the bid proposal. Submission by electronic mail will be accepted

but vendor's are responsible for acquiring a confirmation of receipt. Fax bids will not be accepted.

Vendors must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the vendor shall not be considered part of the vendor's proposal.

## **2.5 Bid Proposal Opening**

Bid proposals will be opened upon delivery to the Department. The bid proposals will remain confidential until the Evaluation Committee has reviewed all of the bid proposals submitted in response to this RFP and the Department has announced a notice of intent to award a contract. See Iowa Code Section 72.3.

## **2.6 Costs of Preparing the Bid Proposal**

The costs of preparation and delivery of the bid proposal are solely the responsibility of the vendor.

## **2.7 Rejection of Bid Proposals**

The Department reserves the right to reject any or all bid proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Department to award a contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive bid proposal. This RFP process is for the Department's benefit and is intended to provide the Department with competitive information to assist in the selection of a vendor to provide services. It is not intended to be comprehensive and each vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

## **2.8 Disqualification**

The Department shall reject outright and shall not evaluate proposals for any one of the following reasons:

- 2.8.1** The vendor fails to deliver the bid proposal by the due date and time.
- 2.8.2** The vendor's response limits the rights of the Department.
- 2.8.3** The vendor fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.

- 2.8.4** The vendor fails to respond to the Department's request for information, documents, or references.
- 2.8.5** The vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 4 of this RFP.
- 2.8.6** The vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- 2.8.7** The vendor initiates unauthorized contact regarding the RFP with state employees.
- 2.8.8** The vendor provides misleading or inaccurate responses.

## **2.9 Nonmaterial and Material Variances**

The Department reserves the right to waive or permit cure of nonmaterial variances in the bid proposal if, in the judgment of the Department, it is in the Department's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event the Department waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the vendor from full compliance with RFP specifications or other contract requirements if the vendor is awarded the contract. The determination of materiality is in the sole discretion of the Department.

## **2.10 Reference Checks**

The Department reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal.

## **2.11 Information From Other Sources**

The Department reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts.

## **2.12 Verification of Bid Proposal Contents**

The content of a bid proposal submitted by a vendor is subject to verification. Misleading or inaccurate responses shall result in disqualification.

## **2.13 Bid Proposal Clarification Process**



The Department reserves the right to contact a vendor after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the vendor has provided goods or services to the Department or any other political subdivision wherever located, or requests for corrective pages in the vendor's bid proposal. The Department will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services the vendor is offering to the Department. An individual authorized to legally bind the vendor shall sign responses to any request for clarification. Responses shall be submitted to the Department within the time specified in the Department's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

## **2.14 Disposition of Bid Proposals**

All proposals become the property of the Department and shall not be returned to the vendor unless all bid proposals are rejected or the RFP is cancelled.

## **2.15 Public Records and Requests for Confidential Treatment**

The Department may treat all information submitted by a vendor as public information following the conclusion of the selection process unless the vendor properly requests that information be treated as confidential at the time of submitting the bid proposal. The Department's release of information is governed by Iowa Code chapter 22. Vendors are encouraged to familiarize themselves with chapter 22 before submitting a proposal. The Department will copy public records as required to comply with the public records laws.

Any request for confidential treatment of information must be included in the transmittal letter with the vendor's bid proposal. In addition, the vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by the Department concerning the confidential status of the materials.

Any bid proposal submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire bid proposal as confidential may be deemed non-responsive and disqualify the vendor.

If the vendor designates any portion of the RFP as confidential, the vendor must submit one copy of the bid proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 4 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.

The Department will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction.

In the event the Department receives a request for information marked confidential, written notice shall be given to the vendor seven calendar days prior to the release of the information to allow the vendor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code.

The vendor's failure to request confidential treatment of material will be deemed by the Department as a waiver of any right to confidentiality, which the vendor may have had.

## **2.16 Copyrights**

By submitting a bid proposal, the vendor agrees that the Department may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The vendor consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party. The Department shall have the right to use ideas or adaptations of ideas that are presented in the bid proposals.

## **2.17 Release of Claims**

By submitting a bid proposal, the vendor agrees that it will not bring any claim or cause of action against the Department based on any misunderstanding concerning the information provided herein or concerning the Department's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

## **2.18 Presentations**

Vendors may be required to make a presentation of the bid proposal. The presentation will occur at the Department's offices. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Department. The presentation may include slides, graphics and other media selected by the vendor to illustrate the vendor's bid proposal. The presentation shall not materially change the information contained in the bid proposal.

## **2.19 Evaluation of Bid Proposals Submitted**

Bid proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFP. The Department will not necessarily award any contract resulting from this RFP to the vendor offering the lowest cost to the Department. Instead, the Department will award the contract to the compliant vendor whose proposal receives the most points in accordance with the evaluation criteria set forth in section 5 of this RFP and subject to approval of the Department of Education.

## **2.20 Award Notice and Acceptance Period**

Notice of intent to award the contract will be sent by mail to all vendors submitting a timely bid proposal. Negotiation and execution of the contract shall be completed no later than December 1, 2004. If the apparent successful vendor fails to negotiate and deliver an executed contract by December 15, 2004, the Department may cancel the award and award the contract to the next highest ranked vendor.

## **2.21 Definition of Contract**

The full execution of a written contract shall constitute the making of a contract for services and no vendor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful vendor and the Department.

## **2.22 Choice of Law and Forum**

This RFP and the resulting contract are to be governed by the laws of the state of Iowa. Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

## **2.23 Restrictions on Gifts and Activities**

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Vendors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

## **2.24 No Minimum Guaranteed**

The Department anticipates that the selected vendor will provide services as requested by the Department. The Department will not guarantee any minimum compensation will be paid to the vendor or any minimum usage of the vendor's services.

## SECTION 3 SERVICE REQUIREMENTS

### 3.1 Introduction

The overall goals for this project are:

1. Increase the effectiveness of the *collaborative partnership between Iowa Community Action Association (ICAA) and the Iowa Head Start Association (IHSA)*, especially one that can serve as a foundation for more effective participation in the planning and development of “high quality services for low income families.”
2. *Enhance management systems* and overall performance of Community Action Agencies in Iowa, especially those operating Head Start programs, to ensure better outcomes for families.
3. Enhance CAA *collaborative partnerships with local child care services, local education agencies (LEAs) and Iowa Community Empowerment*.
4. *Improve quality and quantity of services* to families of low income in eight priority areas.

While the services requested in this RFP are slightly narrower in scope than these goals, such services must support and ultimately be a primary influence on realizing these goals. For this reason a thorough understanding of the goals is essential. Here, in detail, is the justification for these project goals.

ICAA/IHSA Partnership. In the area of a renewed ICAA/IHSA partnership, we see a need to promote these strong associations as the basis for future collaborative work. Addressing the effectiveness of the collaboration amounts to building the strongest possible foundation for future endeavors designed at organizational and systemic development. The partnership goal also relates our project to the funding priorities and guiding principles of the supplement funds, building as it does on an MOU between the Head Start Bureau and the Office of Community Services. (See Section 7 - Appendices for a list of the funding priorities and the guiding principles.)

Enhance Management Systems. While Community Action Agencies in Iowa have a long and well-deserved reputation for program excellence, the changing demands on agencies and a commitment to serve families of low income as well as possible, require continuous examination processes. Head Start grantees, whether housed within CAAs or not, and the agencies themselves both address the causes and conditions of poverty among children and their parents. The intent of a goal to enhance management systems is to support the improved coordination of services that address similar

purposes or clients. The emphasis on management systems should not to imply that management systems are currently deficient, but that Iowa's CAAs share a deep commitment to continuous quality improvement. A strong Community Action system can only be maintained with strong individual Community Action Agencies. Iowa is uniquely fortunate to have such agencies in the state, despite their different challenges and strengths. To avoid a one-size-fits-all approach of working with agencies, our plan focuses on individual grantees as the basis for our work and planning.

Local collaboration. The basis of successful delivery of high quality services for low income families is local partnerships. CAAs and the Head Start programs they run have worked hard over the years to develop these partnerships and make them successful. Yet the need for such partnership continues to grow. The purpose of this goal is to assess existing partnerships, explore new possibilities and work for toward service integration among using external partners to better address the needs of low income families.

Iowa Community Empowerment is one place local collaborations can take place to help Iowa's children be healthy and successful. Not surprising, CAAs have many such partnerships with local Community Empowerment boards. The Iowa Community Empowerment Initiative was established by legislation during the 1998 Iowa legislative session in an effort to create a partnership between communities and state government with an initial emphasis to improve the well-being of families with young children. Its purpose is to empower individuals and their communities to achieve desired results for improving the quality of life for children 0-5 and their families. Empowerment believes that the desired results identified by communities, with the support of the state, will be achieved as individuals, governments, and agencies work collaboratively within communities. These relatively recent local organizations continue to provide opportunities for partnerships with CAAs to serve children at a local level.

Service improvement. All the capacity building, partnership development and system improvement is without purpose if it does not result in improved services for families. This goal ensures planning and work does not lose sight of practical outcomes that result in services that make a difference for children and families. Nor do we want it to lose sight of the HSSCO priorities that also ground the work in tangible areas so practical solutions can be developed. The eight HSSCO priority areas include health care, welfare, child care, education, community services, family literacy, services to children with disabilities and services for homeless children.

### **3.2 Scope of Work**

Within the context of the larger project described above, the specific services requested in this RFP include:

1. the convening of a "max-mix" group to deal with macrocosmic issues in a microcosmic manner.
2. the use of the management consultant model to identify issues and strategies among individual CAAs that will result in change and improvement efforts.
3. the need to develop long-term plans to sustain positive change efforts.

We seek a knowledgeable and skilled organizational development and management consultant who can work from the basis of this model to help the project reach its goals. The project design described should be the basis for any submitted proposal, but the management of the project is willing to consider a variety of strategies to accomplish the necessary work.

For the purposes of explaining the research base and the rationale for the project design, and the services they imply, interested individuals should understand the following:

The “Max-Mix” group. The notion of the max-mix group is based on the work of Robert Jacobs (1994). Jacobs advises groups that are interested in fast but meaningful change to first convene in small manageable groups that represent a “maximum mix” of organizational viewpoints. These groups are vitally involved in the deliberation of planning and change initiatives and work to arrive at consensus positions. In effect, they represent the tensions, contradictions, differing opinions and priorities that shape the larger organization. Working in smaller groups, process time can be cut short and solutions that take into consideration a diversity of viewpoints can emerge. The involvement of entire organization, even in a representative way, fosters commitment to the change agenda and energy to implement it. The max-mix groups bring expertise from all levels of the organization so group solutions tend to be more workable when taken back to the field since those “field representatives” were part of the mix.

The Management Consultant Model. The value and effectiveness of using a management consultant to steer the process of “enhancing management systems” derives primarily from its outsider’s perspective and its flexibility to tailor assessments and implementation recommendations to the discrete needs of individual agencies. Use of management consulting is a long-standing business practice, and is widely viewed as an effective way to provide fresh and immediate solutions to organizational issues. Armenakis and Burdg (1988) assert, “Numerous arguments have been advanced in favor of using consultants. Among the most prominent arguments are that consultants (a) can be objective, independent and trustworthy, (b) probably possess the needed experience, expertise and analytical skill and (c) should have the time to take on projects that organizational members do not have.” (The authors cite support for this view in Bower, 1982; Frankenhuis, 1977; Kelley, 1979; and Wells, 1983. For a more recent discussion, see Canback (1998)). A typical approach includes recruiting the consultant, entry, contracting, diagnosis, feedback, planning, implementation and evaluation (Armenakis and Burdg, 1988). Some research-based recommendations on how best to conduct this process are available. Suffice it to note that careful recruitment, establishing of expectations, the thorough gathering information and its appropriate analysis, engaging in thoughtful planning and implementation, and a complete evaluation are essential for the success of this strategy.

**Short vs. Long-Range Planning.** The dilemma between long-term versus short-term planning is one every organization faces when beginning a change or strategic planning

process. Long-term strategic planning emphasizes the big picture and focuses on far-reaching results but tends to be unrealistic and ultimately ineffective. Short-term planning provides immediate results, and makes change clear and visible, but tends to sacrifice long-term viability and incremental investments necessary for long-term success. This strategy is to avoid choosing one approach over the other. The key to effective planning is to begin with an alignment of vision and purpose. From there, one emphasizes the immediate work toward bringing the vision into reality. But long-term sustainability is also crucial so the plan does not fade over time. For this reason the project design should emphasize short and long-term planning, including the development of strategies for sustaining change. Specifically, the design recommends gathering “best practices” from the individual consulting experience and look how to embed those into the CAA and HS world.

### 3.6 Responsibilities of the Vendor

The vendor will be responsible for:

1. Designing and facilitating a group process to convene and direct the work of a “max-mix” group so it develops a clear anti-poverty vision for Iowa, designs a management consulting service that accomplishes the goals of the project and will encourage the participation of CAAs in taking advantage of the service.
2. Providing 4 days of management consulting services (2 days of data gathering, 1 day of results and recommendations reporting and 1 day of follow-up) to a minimum of 10 CAAs.
3. Designing a long-range planning process to embed best practices into the ongoing work of CAAs, Head Start grantees, IHSA and ICAA.
4. Being available to assist ICAA and IHSA to be collaborative partners in the work efforts defined by description of the project.
5. Support and assistance in the writing of the final report describe all the project activities and accomplishments, including its ability to address the performance indicators in the evaluation design.

### 3.7 Evaluation of Project

While the responsibility of the project’s evaluation lies with the project officer, the vendor will be expected to provide the services listed above so that they address the evaluation criteria, viz., its goals and performance indicators as specified below:

Goals	Performance Indicators
Increase the effectiveness of the collaborative partnership between the Iowa Community Action Association (ICAA) and the Iowa Head Start Association (IHSA), especially one that can serve as a foundation for more effective participation in the	<ul style="list-style-type: none"><li>• The anti-poverty vision is adopted by both associations and supports and informs the ongoing strategic planning of both associations.</li><li>• Joint planning meetings are taking place.</li><li>• The development of an MOU between the two organizations.</li></ul>

Goals	Performance Indicators
planning and development of “high quality services for low income families.”	
Enhance management systems and overall performance of Community Action Agencies in Iowa, especially those operating Head Start programs, to ensure better outcomes for families.	<ul style="list-style-type: none"> <li>• Positive changes in “performance indicators” (e.g., enrollment, health services, child care services, teacher turnover, teacher qualification; from PIR “Performance Indicators” data)</li> <li>• A pre/post survey of staff perceptions</li> <li>• Number of goals/action steps completed from management consultant recommendations for management systems and internal performance.</li> <li>• Increase in percentage of families who access more than one CAA service.</li> </ul>
Enhance CAA collaborative partnerships with local child care services, elementary schools and Iowa Community Empowerment.	<ul style="list-style-type: none"> <li>• Number of goals/action steps completed from management consultant recommendations for community-level collaborations.</li> <li>• Growth in number or quality of partnerships (e.g., number with signed agreements)</li> <li>• Growth in number of formal agreements with LEAs.</li> </ul>
Improved quality/quantity of services to low income families in eight priority areas.	<p><u>Homelessness</u></p> <ul style="list-style-type: none"> <li>• Percentage of homeless families acquiring housing (PIR)</li> </ul> <p><u>Child Care</u></p> <ul style="list-style-type: none"> <li>• Percentage of HS children needing child care services who receive subsidy.</li> <li>• Percentage of HS children needing child care services who receive care from a “quality” center/family home</li> </ul> <p><u>Health Services</u></p> <ul style="list-style-type: none"> <li>• See Performance Indicators in PIR</li> </ul> <p><u>Welfare</u></p> <ul style="list-style-type: none"> <li>• Growth in number of H.S. families working or in school.</li> <li>• Increased percentage of family partnership agreement goals reached.</li> </ul> <p><u>Education</u></p> <ul style="list-style-type: none"> <li>• See professional development outcomes from PIR performance indicators.</li> </ul> <p><u>Family Literacy</u></p> <ul style="list-style-type: none"> <li>• Number of families who read at least once a day to children</li> <li>• Number of families practicing before, during and after strategies while reading.</li> </ul> <p><u>Community Services</u></p> <ul style="list-style-type: none"> <li>• See partnerships above.</li> </ul> <p><u>Children with Disabilities</u></p> <ul style="list-style-type: none"> <li>• Increased percentage of children who have IEPs/IFSP among total children determined to have disabilities.</li> <li>• Reduced numbers of children determined to have a disability who have not received special education or related services.</li> </ul>

### 3.5 References

Here are complete citations of publications referenced above:

Armenakis, Achilles A. and Burdick, Henry B. (1988), “Consultation Research: Contributions to Practice and Directions for Improvement,” Journal of Management; Vol. 14 Issue 2, p339

Bowers, M. (1982) The forces that launched management consulting are still at work. Journal of Management Consulting, 1(1), 4-6.



**Iowa Department of Education, Head Start State Collaboration Office**

Canback, Staffan (1998) The logic of management consulting, parts 1 and 2. *Journal of Management Consulting*; Nov98, Vol. 10 Issue 2, p3, 9p and May99, Vol. 10 Issue 3.

Frankenhuis, J. (1977). How to get a good consultant. *Harvard Business Review*, 55(6), 133-139.

Jacobs, Robert W. (1994) *Real Time Strategic Change: How to Involve an Entire Organization in Fast and Far-Reaching Change* (San Francisco, Calif.: Berrett-Koehler Publishers, Inc.)

Kelley, R. (1979). Should you have an internal consultant? *Harvard Business Review*, 57(6), 110-120.

Kotter, J. (1996). *Leading Change* (Boston, Mass.: Harvard Business School Press).

Wells, R. (1983). What every manager should know about management consultants. *Personnel Journal*, 62(2), 142-148.

## SECTION 4 FORMAT AND CONTENT OF BID PROPOSALS

### 4.1 Instructions

These instructions prescribe the format and content of the bid proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the bid proposal.

**4.1.1** The bid proposal shall be typewritten on 8.5" x 11" paper (one side only).

**4.1.2** The bid proposal shall be sealed in an envelope. If multiple envelopes for each bid proposal are used, the envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

Tom Rendon, Coordinator  
Head Start State Collaboration Project  
Supplemental Funding Project  
Iowa Department of Education  
Grimes State Office Building  
Des Moines, IA 50319-0146

**4.1.3** One (1) original and **three (3)** copies of the bid proposal, each in a sealed envelope, shall be timely submitted to the Issuing Officer.

**4.1.4** If the vendor designates any information in its proposal as confidential pursuant to section 2.22, the vendor must also submit one (1) copy of the bid proposal from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.

**4.1.5** Attachments shall be referenced in the bid proposal.

**4.1.6** If a vendor proposes more than one method of meeting these requirements, each should be labeled and submitted separately. Each will be evaluated separately.

### 4.2 Technical Proposal

The following documents and responses shall be included in the bid proposal in the order given below:

#### 4.2.1 Transmittal Letter

An individual authorized to legally bind the vendor shall sign the transmittal letter. The letter shall include the vendor's mailing address, electronic mail address, fax number, and telephone number.

Any request for confidential treatment of information shall be included in the transmittal letter in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address and telephone number of the individual authorized to respond to the Department about the confidential nature of the information.

#### **4.2.2 Background Information Describing the Business**

**4.2.2.1** Full name.

**4.2.2.2** Business Address

**4.2.2.3** Business telephone number and fax number.

**4.2.2.4** Description of professional experiences as an independent consultant in working with group facilitation, especially in assisting groups that are contentious or divided to arrive at consensus on important issues.

**4.2.2.5** Description of professional experiences as an independent consultant in designing group processes that lead to specific group accomplishments.

**4.2.2.6** Description of professional experiences as an independent consultant in conducting management audits and organizational interventions that have a demonstrated result of changing management practice to improve performance.

**4.2.2.7** Description of professional experiences as an independent consultant in designing and implementing collaborations and partnership development among independent parties (e.g., organizations, associations, individuals, etc.)

**4.2.2.8** Description of professional experiences as an independent consultant in leading long-range strategic planning that resulted in successful change and concrete results, and includes a list of preferred strategies in developing long-range plans.

**4.2.2.9** List of at least 3 previous clients knowledgeable about the vendor's performance as a group facilitator, process designer,

management consultant/organization development specialist and strategic planning. The list of clients must include those familiar with the vendor's performance in all three of these types of work. The information on previous clients must include the full name of the individual to contact, agency or business name, mailing address, telephone number, and fax number.

**4.2.2.10** Number of years in business.

**4.2.2.11** Number of years of experience with providing the types of services sought by the RFP.

**4.2.2.12** Describe the level of technical experience in providing the types of services sought by the RFP. The vendor may want to include training and certifications that demonstrates skill competencies relevant to the work suggested by the RFP.

**4.2.2.13** List all services similar to those sought by this RFP that the vendor has provided to other businesses or governmental agencies.

#### **4.2.3 Proposal Certification**

The vendor shall sign and submit with the bid proposal the document included as an attachment in which the vendor shall certify that the contents of the bid proposal are true and accurate.

#### **4.2.4 Acceptance of Terms and Conditions**

The vendor shall specifically agree that the bid proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the vendor objects to any term or condition, the vendor must specifically refer to the RFP page, and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the vendor.

#### **4.2.5 Certification of Independence and No Conflict of Interest**

The vendor shall sign and submit with the bid proposal the document included as an attachment in which the vendor shall certify that it developed the bid proposal independently. The vendor shall also certify that no relationship exists or will exist during the contract period between the vendor and the Department that interferes with fair competition or is a conflict of interest. The Department reserves the right to reject a bid proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the Department.

#### **4.2.6 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

The vendor shall sign and submit with the bid proposal the document included as an attachment in which the vendor shall certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, department or agency.

#### **4.2.7 Authorization to Release Information**

The vendor shall sign and submit with the bid proposal the document included as an attachment in which the vendor authorizes the release of information to the Department.

#### **4.2.8 Firm Bid Proposal Terms**

The vendor shall guarantee in writing the availability of the services offered and that all bid proposal terms, including price, will remain firm a minimum of 90 days following the deadline for submitting proposals.

### **4.3 Cost Proposal**

The vendor shall provide its cost proposal for the proposed services using the following table format. The cost proposal shall specify the rate for each cost item.

<i>Cost Item</i>	<b>Total Cost</b>
1.	
2.	
3.	
4.	
5.	

A Budget Justification for each item should also be included on an accompanying sheet of paper. Submission of a per diem cost structure is acceptable, but should include unit, rate per unit, units per scope of work that can be described in the budget justification.

## **Section 5 Evaluation of Bid Proposals**

### **5.1 Introduction**

This section describes the evaluation process that will be used to determine which bid proposal provides the greatest benefits to the Department. The evaluation process is designed to award the contract not necessarily to the vendor of least cost, but rather to the vendor with the best combination of attributes to perform the required services.

### **5.2 Evaluation Committee**

The Department intends to conduct a comprehensive, fair and impartial evaluation of bid proposals received in response to this RFP. The Department will use an Evaluation Committee to review and evaluate the proposals. The Evaluation Committee will include representatives from IHSA, ICAA, the HSSCO Management Team and others deemed appropriate by the project manager.

### **5.3 Evaluation Process**

- 5.3.1** Bid proposals will be reviewed and scored by the Evaluation Committee.
- 5.3.2** Evaluation Committee will eliminate bid proposals that do not meet the basic threshold scores identified in section 5.4.
- 5.3.3** Evaluation Committee members will contact previous clients described in section 4.2.2.12 to conduct structured interviews; information obtained from interviews will be used to determine whether the bid proposal will continue to the next step, section 5.3.4.
- 5.3.4** Evaluation Committee members will conduct a structured interview with the instructional designer identified in section 4.2.2.
- 5.3.5** Evaluation Committee will make recommendation as described in section 5.5.

## 5.4 Evaluation Criteria

**5.4.1** Evaluation Sheet (Circle the appropriate score based on the submitted proposal.

<b>Minimum Standard Not Met</b>	<b>Meets Minimum Standard</b>	<b>Exceeds Minimum Standard</b>
<p>Has little or no professional experiences as an independent consultant in working with <u>group facilitation</u>, including groups that are contentious or divided to arrive at consensus on important issues.</p> <p style="text-align: center;"><b>-1</b></p>	<p>Has demonstrated professional experiences as an independent consultant (at least two examples) in working with <u>group facilitation</u>, including groups that are contentious or divided to arrive at consensus on important issues.</p> <p style="text-align: center;"><b>0</b></p>	<p>Has extensive professional experiences as an independent consultant in working with <u>group facilitation</u>, including groups that are contentious or divided to arrive at consensus on important issues.</p> <p style="text-align: center;"><b>+1</b></p>
<p>Comments: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Comments: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Comments: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Has little or no professional experiences as an independent consultant in <u>designing group processes</u> that lead to specific group accomplishments</p> <p style="text-align: center;"><b>-1</b></p>	<p>Has professional experiences as an independent consultant (at least two examples) in <u>designing group processes</u> that lead to specific group accomplishments</p> <p style="text-align: center;"><b>0</b></p>	<p>Has extensive professional experiences as an independent consultant (at least two examples) in <u>designing group processes</u> that lead to specific group accomplishments</p> <p style="text-align: center;"><b>+1</b></p>
<p>Comments: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Comments: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Comments: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Has little or no professional experiences as an independent consultant in conducting <u>management audits and organizational interventions</u> that have a demonstrated result of changing management practice to improve performance</p> <p style="text-align: center;"><b>-1</b></p>	<p>Has professional experiences as an independent consultant (at least three examples) in conducting <u>management audits and organizational interventions</u> that have a demonstrated result of changing management practice to improve performance</p> <p style="text-align: center;"><b>0</b></p>	<p>Has extensive professional experiences as an independent consultant in conducting <u>management audits and organizational interventions</u> that have a demonstrated result of changing management practice to improve performance</p> <p style="text-align: center;"><b>+1</b></p>
<p>Comments: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Comments: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Comments: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>

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Has little or no professional experiences as an independent consultant in designing and implementing <u>collaborations and partnership development</u> among independent parties  <b>-1</b>	Has professional experiences as an independent consultant (at least two examples) in designing and implementing <u>collaborations and partnership development</u> among independent parties  <b>0</b>	Has extensive professional experiences as an independent consultant in designing and implementing <u>collaborations and partnership development</u> among independent parties  <b>+1</b>
Comments: _____ _____ _____ _____	Comments: _____ _____ _____ _____	Comments: _____ _____ _____ _____
Has little or no professional experiences as an independent consultant in leading <u>long-range strategic planning</u> that resulted in successful change and concrete results  <b>-1</b>	Has professional experiences as an independent consultant (at least two examples) in leading <u>long-range strategic planning</u> that resulted in successful change and concrete results  <b>0</b>	Has extensive professional experiences as an independent consultant in leading <u>long-range strategic planning</u> that resulted in successful change and concrete results  <b>+1</b>
Comments: _____ _____ _____ _____	Comments: _____ _____ _____ _____	Comments: _____ _____ _____ _____

Score: \_\_\_\_\_

Basic Threshold Score: +1

**5.4.2** Cost Proposal (Write down each line-item on the submitted budget under “cost item” and then assess its value relative to the industry rate by circling the appropriate score. Add additional lines as needed.)

Cost Item	Judged Excessively High by Prevailing Industry Rate	Judged Reasonable by Prevailing Industry Rate	Judged Below Prevailing Industry Rate
	<b>-1</b>	<b>0</b>	<b>+1</b>
	<b>-1</b>	<b>0</b>	<b>+1</b>
	<b>-1</b>	<b>0</b>	<b>+1</b>
	<b>-1</b>	<b>0</b>	<b>+1</b>
	<b>-1</b>	<b>0</b>	<b>+1</b>
	<b>-1</b>	<b>0</b>	<b>+1</b>

Score: \_\_\_\_\_

Basic Threshold Score: 0



## **5.5 Recommendation of the Evaluation Committee**

The final ranking and recommendation(s) of the Evaluation Committee shall be presented by the Issuing Officer to the following Department staff for consideration: Judy Jeffrey, Interim Director, Iowa Department of Education; Lana Michelson, Chief, Bureau of Children, Family and Community Services; and Roger Stirler, Chief, Bureau of Internal Operations. This recommendation may include, but is not limited to, the name of one or more vendors recommended for selection or a recommendation that no vendor be selected.

## SECTION 6 CONTRACT TERMS AND CONDITIONS

### CONTRACTUAL TERMS

#### APPLICANTS ARE NOT REQUIRED TO RESPOND TO THESE SECTIONS.

The following contractual terms and conditions apply to Request for Proposal, Supplemental Funding. Note: Prospective Vendors may propose other or different contractual terms and conditions; however, the State reserves the right to reject the Prospective Vendor's terms and conditions in whole or in part. If a prospective Vendor takes exception to any of the terms or conditions and fails to include other or different terms and conditions in its proposal it may be grounds for the State, in its sole discretion, to declare the Vendor's proposal non-responsive and to reject the proposal from evaluation or from award. The terms and conditions as stated herein relate only to the above referenced RFP, and do not extend to other or future contracts a prospective Vendor may currently have or may have in the future with the State, nor do the terms and conditions as stated herein relate to any other State procurement which may be in process.

#### A. Contractual Terms Generally

The contract that the Agency expects to award as a result of this Request for Proposal will be based upon the bid proposal submitted by the successful vendor and this solicitation. The contract between the Agency and the successful vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms contained herein, the offer of the vendor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the Agency.

The contract terms contained herein are not intended to be a complete listing of all contract terms but are provided only to enable vendors to better evaluate the costs associative with the RFP and the potential resulting contract. Vendors should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the revenue proposal or any pricing quoted by the vendor.

**By submitting a proposal, each vendor acknowledges its acceptance of these specifications, terms and conditions without change except as otherwise expressly stated in its proposal. If a vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the Agency, in its sole discretion, resulting in possible disqualification of the proposal. The Agency reserves the right to either award a contract without further negotiation with the successful vendor or to negotiate contract terms with the selected vendor if the best interests of the Agency would be served.**

#### B. Terms and Conditions

**B1. Term.** The term of this Contract shall be December 1, 2004, through September 30, 2005, unless terminated earlier in accordance with the Termination section of the Contract.

**B2. Nonexclusive Rights.** The Contract will not be exclusive. The Department will reserve the right to select other Applicants to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

**B3. Property Rights.** Any products or processes developed under this project are the property of the Iowa Department of Education.

## C. Compensation

**C1. Compensation.** The Department will reimburse contractor expenses on a monthly basis. The contractor may be eligible for advance funding under special circumstances.

**C2. Billings.** The Contractor shall submit, on a **monthly basis**, an invoice for services rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code section 421.40 and 701 Iowa Administrative Code 201.1(2). The Agency may pay in less than sixty (60) days, as provided in Iowa Code section 421.40. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 421.40.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

**C3. Delay of Payment Due to Contractor's Failure.** If the Agency in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Agency may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

**C4. Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any lack the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

## D. Termination

**D1. Immediate Termination by the Agency.** The Agency may terminate this Contract for any of the following reasons effective immediately without advance notice:

**D1.1.** In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

**D1.2.** The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;

**D1.3.** The Contractor fails to comply with confidentiality laws or provisions;

**D1.4.** The Contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

**D2. Termination for Cause.** The occurrence of or any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under this Contract.

**D2.1.** The Contractor fails to perform, to the Agency's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

**D2.2.** The Agency determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

**D2.3.** The Contractor fails to make substantial and timely progress toward performance of the Contract;

**D2.4.** The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

**D2.5.** The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract; or

**D2.6.** The Contractor has engaged in conduct that has or may expose the Agency to liability, as determined in the Agency's sole discretion.

**D2.7.** The Contractor has infringed any patent, trademark, copyright, traddress or any other intellectual property right.

**D3. Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the Agency may either:

**D3.1.** Immediately terminate the Contract without additional written notice; or,

**D3.2.** Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

**D4. Termination Upon Notice.** Following 30 days' written notice, the Agency may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Agency up to and including the date of termination.

**D5. Termination Due to Lack of Funds or Change in Law.** The Agency shall have the right to terminate this Contract without penalty by giving sixty (60) days' written notice to the Contractor as a result of any of the following:

**D5.1.** Adequate funds are not appropriated or granted to allow the Agency to operate as required and to fulfill its obligations under this Contract;

**D5.2.** Funds are de-appropriated or not allocated or if funds needed by the Agency, at the Agency's sole discretion, are insufficient for any reason;

**D5.3.** The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency;

**D5.4.** The Agency's duties are substantially modified.

**D6. Remedies of the Contractor in Event of Termination by the Agency.** In the event of termination of this Contract for any reason by the Agency, the Agency shall pay only those amounts, if

any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which the Agency is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the Agency under this Contract in the event of termination. However, the Agency shall not be liable for any of the following costs:

**D6.1.** The payment of unemployment compensation to the Contractor's employees;

**D6.2.** The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

**D6.3.** Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;

**D6.4.** Any taxes that may be owed by the Contractor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

**D7. The Contractor's Termination Duties.** The Contractor upon receipt of notice of termination or upon request of the Agency, shall:

**D7.1.** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Agency may require.

**D7.2.** Immediately cease using and return to the Agency any personal property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

**D7.3.** Comply with the Agency's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

**D7.4.** Cooperate in good faith with the Agency, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

**D7.5.** Immediately return to the Agency any payments made by the Agency for services that were not rendered by the Contractor.

## **E. Indemnification**

**E1. By the Contractor.** The Contractor agrees to indemnify and hold harmless the State of Iowa and the Agency, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Agency, related to or raising from:

**E1.1.** Any breach of this contract;

**E1.2.** Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

**E1.3.** The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

**E1.4.** Any failure by the Contractor to comply with the compliance with the Law provision of this Contract;

**E1.5.** Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;

**E1.6.** Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

**E1.7.** Any failure by the Contractor to adhere to the confidentiality provisions of this Contract.

**E2. Indemnification by the Agency**

**E2.1.** The Agency shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Contractor from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of the Agency while acting within the scope of the employee's office of employment in connection with the performance of this Contract.

**E2.2.** At the option of the Agency, the Contractor shall be represented by the Attorney General of the State or special counsel retained by the State or the Attorney General of the State with respect to any litigation brought by or against the Agency or such persons with respect to any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments to which such persons may be subject and to which they are entitled to be indemnified hereunder.

**E2.3.** If the Agency makes any indemnity payments pursuant to this Section and the person to or on behalf of whom such payments are made thereafter collects any of such amounts from others, that person shall promptly repay such amounts to the Agency, without interest.

**E3. Survives Termination.** Indemnification obligation of the parties shall survive termination of this Contract.

**F. Insurance**

**F1. Insurance Requirements.** The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Agency shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

**F2. Types and Amounts of Insurance Required.** Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued the insurance coverages set forth below:

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million

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TYPE OF INSURANCE	LIMIT	AMOUNT
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As required by Iowa law	As required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million

**F3. Certificates of Coverage.** All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the Agency. The Contractor shall submit certificates of insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The certificates shall be subject to approval by the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

## G. Project Management and Reporting

**G1. Project Manager.** At the time of execution of this Contract, each party shall designate, in writing, a Project Manager to serve until the expiration of this Contract or the designation of a substitute Project Manager. During the term of this Contract, each Project Manager shall be available to meet monthly, unless otherwise mutually agreed, to review and plan the services being provided under this Contract.

**G2. Review Meetings.** During the review meetings the Project Managers shall discuss progress made by the Contractor in the performance of this Contract. Each party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Contract performance shall be maintained by each party.

## H. Warranties

**H1. Construction of Warranties Expressed in this Contract with Warranties Implied by Law.** All warranties made by the Contractor in all provisions of this Contract and the Proposal by the Contractor, whether or not this Contract specifically denominates the Contractor's promise as a warranty

or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this Section apply during the term of this Contract and any extensions or renewals thereof.

**H2. Concepts, Materials, and Works Produced.** Contractor represents and warrants that all the concepts, materials and Works produced, or provided to the Agency pursuant to the terms of this Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and Works. The Contractor represents and warrants that the concepts, materials and Works and the Agency's use of same and the exercise by the Agency of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Contractor and any other materials, Works and methodologies used in connection with providing the services contemplated by this Contract.

**H3. Professional Practices.** The Contractor represents and warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

**H4. Conformity with Contractual Requirements.** The Contractor represents and warrants that the Works will appear and operate in conformance with the terms and conditions of this Contract.

**H5. Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Agency.

**H6. Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

**H7. Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the Agency is good and that transfer of title or license to the Agency is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

**H8. Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the standards in the Iowa Department of Education in the performance of this Contract.

**H9. Technology Updates.** The Contractor represents warrants that it shall continually use and integrate the most current and up-to-date technology commercially available.



## I. Contract Administration

**11. Independent Contractor.** The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither the Contractor nor its employees shall be considered employees of the Agency or the State of Iowa for federal or state tax purposes. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

**12. Incorporation of Documents.** The RFP, and amendments and written responses to bidders' questions (collectively RFP) and the Contractor's Proposal submitted in response to the RFP, form the Contract between the Contractor and the Agency and are incorporated herein by reference. The parties are obligated to perform all services described in the RFP and Proposal unless the Contract specifically directs otherwise.

**13. Order of Priority.** In the event of a conflict between the Contract, the RFP and the Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) Proposal.

**14. Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

**15. Amendments.** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

**16. Third Party Beneficiaries.** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency and the Contractor.

**17. Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

**18. Assignment and Delegation.** This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

**19. Use of Third Parties.** The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. All subcontracts shall be subject to prior approval by the Agency. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall

also apply to the subcontractors. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

**I10. Integration.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

**I11. Headings or Captions.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

**I12. Not a Joint Venture.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

**I13. Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

**I14. Supersedes Former Contracts or Agreements.** This Contract supersedes all prior Contracts or Agreements between the Agency and the Contractor for the services provided in connection with this Contract.

**I15. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

#### **I16. Notice**

**I16.1.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the Agency: Chief, Bureau of Children, Family and Community Services  
Iowa Department of Education  
Grimes State Office Building  
Des Moines, IA 50319-0146

If to the Contractor **[name and address]**:

**I16.2.** Each such notice shall be deemed to have been provided:

**I16.2.1.** At the time it is actually received; or,

**I16.2.2.** Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

**I16.2.3.** Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail.

**I16.3.** From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

**I17. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

**I18. Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

**I19. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of this Contract.

**I20. Authorization.** Each party to this Contract represents and warrants to the other parties that:

**I20.1** It has the right, power and authority to enter into and perform its obligations under this Contract.

**I20.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

**I21. Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**I22. Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the Agency throughout the term of this Contract for a period of at least **five (5)** years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

**I23. Solicitation.** The Contractor warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

**I24. Obligations Beyond Contract Term.** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

**125. Counterparts.** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

**126. Additional Provisions.** The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

**127. Further Assurances and Corrective Instruments.** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

**128. Delay or Impossibility of Performance.** The Contractor shall be in default under this Contract if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of this Contract.

**129. Suspension and Debarment.** The Contractor certifies pursuant to 31 CFR Part 19 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency. The Contractor shall execute the certification regarding debarment attached as Exhibit A.

**130. Lobbying Restrictions.** The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements. The Contractor shall execute the certification regarding debarment attached as Exhibit B.

### **131. Tobacco Smoke Prohibited**

**131.1.** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

**131.2.** The Contractor certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The Contractor shall execute the Certification of Compliance with the Pro-Children Act of 1994 attached as Exhibit C and provide the original certification when it executes this Contract.

**I32. Certified Audits.** Local governments and non-profit subrecipient entities that expend \$300,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A-133 “Audit of States, Local Governments, and Non-Profit Organizations.” A copy of the final audit report shall be submitted to the Agency if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the Agency that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. See A-133 Section 21 for a discussion of subrecipient versus vendor relationships.

**I33. Drug Free Work Place.** The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The Contractor shall execute the certification regarding a drug free workplace and provide the original certificate to the Agency when it executes this Contract. Contractor agrees to abide by the terms of the certification. The certification is a material representation of fact upon which the Agency relied when making or entering into this Contract and any extension or renewal thereof.

## **APPEAL PROCESS**

Any applicant for the funds discussed herein may appeal the denial of a properly submitted competitive program request for applications or the unilateral termination of a competitive program request for applications to the Director of the Department of Education. Appeals must be submitted in writing and received within 10 working days of the date of notice of the decision and must be based on a contention that the process was conducted outside of statutory authority; violated state or federal law, policy or rule; did not provide adequate public notice; was altered without adequate public notice; or involved conflict of interest by staff or committee members. Please refer to 281 IAC r7.5, the legal authority for this process.

**Exhibit A**

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this Proposal, the bidder is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The bidder shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.

4. The bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AN VOLUNTARY  
EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

(1) The bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the bidder is unable to certify to any of the statements in this certification, such bidder shall attach an explanation to this Proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

## Exhibit B

### Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid on behalf of the Sub-Grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.A. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit C

### **CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

The Contractor must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased on contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

The Contractor further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit D

Date

**[Name of Issuing Officer]**, Issuing Officer  
**[name of Agency]**  
**[Agency Address]**

Re: Request for Proposal Number **[fill in number]**  
PROPOSAL CERTIFICATION

Dear **[Name of Issuing Officer]**:

I certify that the contents of the proposal submitted on behalf of (Name of Vendor) in response to **[Name of Agency]** for Proposal Number XXX for XXX Services are true and accurate. I also certify that (Name of Vendor) has not made any knowingly false statements in its proposal.

Sincerely,

---

Name and Title

## Exhibit E

Date

**[Name of Issuing Officer]**, Issuing Officer  
**[Name of Agency]**  
**[Agency Address]**

Re: Request for Proposal Number **[fill in number]**  
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF  
INTEREST

Dear **[Name of Issuing Officer]**:

By submitting a proposal in response to **[Name of Agency]** Request for Proposal Number **[number]** for **[describe services]** Services (RFP), the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other vendor.
4. No attempt has been made or will be made by (Name of Vendor) to induce any other vendor to submit or not to submit a proposal for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Vendor) and the Agency that interferes with fair competition or as a conflict of interest.

Sincerely,

---

Name and Title

## Exhibit F

Date

**[Name of Issuing Officer]**, Issuing Officer  
**[Name of Agency]**  
**[Agency Address]**

Re: Request for Proposal Number **[fill in number]**  
AUTHORIZATION TO RELEASE INFORMATION

Dear **[Name of Issuing Officer]**:

**[name of vendor]** hereby authorizes the **[Name of Agency]** ("Agency") to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful vendor in response to Request for Proposal Number **[number]**.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Agency or may otherwise hurt its reputation or operations. The vendor is willing to take that risk.

The vendor hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency in the evaluation and selection of a successful vendor in response to Request for Proposal Number **[number]**.

The vendor authorizes representatives of the Agency to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the undersigned's proposal submitted in response to Request for Proposal Number **[number]**.

The vendor further authorizes any and all persons, entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references supplied to the

**Iowa Department of Education, Head Start State Collaboration Office**

Agency in the evaluation and selection of a successful vendor in response to Request for Proposal Number **[number]**.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

---

Printed Name of Vendor Organization

---

Name and Title of Authorized Representative

---

Date

## Section 7 Appendices

### 7.1 Guiding Principles

These principles should guide the development and implementation of the work plan for the supplemental funding to promote state and community-level collaborative activities in the areas of: collaborative training and professional development in early care and education; and unified planning for early childhood education and child care.

- Both CAA and non-CAA Head Start grantees and delegate agencies must participate in activities developed and implemented through this supplemental funding.
- All appropriate partners should participate in developing the application for supplemental funding. At the very least, the State Head Start and Community Action Associations, State Community Services Block Grant and Child Care Administrators and representatives of Head Start grantees and Community Action Executive Directors should be involved.
- Successful practices within the State should be identified and built upon.
- Resources should be maximized according to individual State's needs.
- All strategies that are developed and implemented should be culturally responsive and results-oriented.
- Activities should be assessed at the end of the funding period and an assessment report submitted.

### 7.2 Funding Priorities

The funding used to support the services in the RFP are required to address two types of activities. The proposal addresses both types of activities.

1. Training and Professional Development.
2. Unified Planning for Early Childhood Education and Childcare.

#### 1. Training and Professional Development

##### Purposes:

- To enhance the performance and management systems of CAA and other Head Start grantees to ensure better outcomes for children, families and communities.
- To promote state-level planning, policy development and implementation

of an Early Childhood training and professional development system and to enhance Head Start's participation in and contributions to such planning and development efforts.

- To increase access for teachers and other staff in Head Start, child care, and other early childhood programs to sequences of training and coursework in higher education which lead to associate, bachelors and advanced degrees in early childhood education.
- To develop new models of collaborative training and professional development for staff and managers in all forms of early childhood program settings.

NOTE: These funds are not to be used to duplicate the functions or services of other Head Start, child care or early childhood training and technical assistance providers.

Through this supplemental funding, HSSCOs will continue to build upon prior initiatives and work taking place in numerous States to create more coherent and effective early childhood training and professional development systems, as well as collaborate with Head Start grantees in designing and delivering coordinated training to strengthen leadership capacity and enhance management systems.

Particular attention to this area should be given by those States identified as having low percentages of qualified teachers.

This funding opportunity will support work in one or more of the following areas:

- a. Collaborate with Head Start state-level training and technical assistance (T&TA) providers and CAA Head Start grantees to address existing issues of program quality as it relates to full implementation of the Head Start Program Performance Standards. Attention should be given to the need for coordinated training and technical assistance to CAA Head Start grantees in building leadership capacity, as well as in developing effective governance structures and organizational design and management systems that ensure accountability and the desired outcomes for children and families.
- b. Collaborate with State institutions of higher education and Head Start/early childhood programs to create or enhance state-level planning, policy development and implementation of a coherent and effective early childhood training and professional development system that includes inter-institutional articulation agreements. These agreements must assure transferability of academic credits between/among two-and four-year institutions to support Head Start and other early childhood staff in obtaining associates, bachelors and advanced degrees in early childhood education.

c. Partner with State institutions of higher education, including Historically Black Colleges and Universities (HBCUs), Tribal Colleges and Universities (TCUs) and Hispanic/Latino Service Partnership Institutions (HSPIs) to increase the number of Head Start teachers with degrees in early childhood education, and to increase opportunities for staff in other childcare and early childhood programs to access early childhood college degree programs.

## **2. Unified Planning for Early Childhood Education and Child Care**

### **Purposes:**

- To promote and enhance unified planning and policy development at the State and local levels to create more comprehensive, high quality services for low-income children, birth to age five and to enhance the participation of CAA and other Head Start grantees in such planning and development efforts.
- To create a more coherent and widely-shared vision for improving the quality, accessibility, and comprehensiveness of early care and education services, including the human and fiscal resources needed to implement improvements at the state and community levels.
- To better coordinate early childhood services and programs in order to avoid duplication of services and improve children's learning as they transition from preschool to elementary school.

This initiative emphasizes the importance of coordination and collaboration among entities involved in State and local planning processes to address the needs of low-income children and families in the eight priority areas for HSSCOs, focusing especially on the needs of the most vulnerable children, such as those with special needs, in homeless families, or in foster care. To help children be better ready to enter school when they leave Head Start, particular attention should be given to unified planning among public education entities, Head Start and child care programs at the State and local levels. Activities in the area of unified planning will, therefore, focus on one or both of the following areas:

- a. Engage Head Start, including CAA grantees, public school pre-kindergarten and child care partners in developing and implementing unified plans to support and promote quality care and education systems that foster school readiness.
- b. Develop and implement collaborative strategies at the state and local levels to improve partnerships and services in one or more of the priority areas of health care, welfare, child care, education, community services, family literacy, services to children with disabilities, and services for homeless children. Work in the community services priority area should give priority to improving partnerships



with CAAs, promoting partnerships between CAAs and Head Start programs operated by other entities, and developing and implementing state-level Head Start-CAA Memoranda of Understanding to support improved program performance.